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NYS PUBLIC EMPLOYMENT
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AGREEMENT

by and between the

**MILLBROOK CENTRAL
SCHOOL DISTRICT**

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**



**Millbrook Central SD Unit #6671
Dutchess County Educational Local 867**

July 1, 2002 - June 30, 2006

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THIS CONTRACT made and entered into the 19th day of August, 2002, by and between

THE MILLBROOK CENTRAL SCHOOL DISTRICT, with offices in Millbrook, New York, hereinafter referred to as the **EMPLOYER**

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, THE MILLBROOK CENTRAL SCHOOL UNIT OF THE DUTCHESS COUNTY EDUCATIONAL LOCAL 867, UNIT 6671, a membership corporation duly incorporated under the laws of the State of New York, with offices located in Millbrook, New York, hereinafter referred to as the **UNION**.

ARTICLE I

RECOGNITION & DUES DEDUCTIONS

Section 1: Recognition

The **EMPLOYER** recognizes the **UNION** as the sole and exclusive representative for all secretarial employees, custodial employees, library clerks, cafeteria employees, school aide/monitors, junior accountant, registered nurses, bus driver, attendance clerk, teacher assistants, maintenance employees, food service helper, cook, head custodian, teaching assistant, senior account clerk/typist, and courier/bus driver, excluding all substitute, temporary and regular employees working twenty (20) or less hours per week, for the purpose of collective negotiations for all terms and conditions of employment and the administration of grievances for the maximum period allowed by law.

Section 2: Dues Deduction

A. The UNION shall have the exclusive right to payroll dues deductions.

B. The EMPLOYER will honor individual authorizations subject to paragraph D hereof, for the deductions of UNION dues and such UNION insurance premiums as may be authorized by the employee. The UNION shall certify to the EMPLOYER in writing, the current rate of its membership dues and any insurance premiums.

C. Deductions shall be made uniformly and consistently on each pay-day and remit same to the treasurer, Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210.

D. Deductions authorized by any employee shall continue until such employee notifies the EMPLOYER of his desire to discontinue or to change such authorization in writing, except as may be provided by Section 3 of the Article.

E. The Millbrook Central School District agrees to deduct an agency fee from any employee of the bargaining unit who is not a union member. This fee shall be equivalent to the dues levied by Civil Service Employees Association, Inc. And shall be transmitted, along with a listing of such employees to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

F. The UNION assumes responsibility for the disposition of such funds so deducted once they are remitted to the UNION.

G. In making deductions pursuant to this section, the EMPLOYER assumes no responsibility for the amount deducted or whether deductions for a particular employee were authorized. The UNION shall hold the EMPLOYER harmless for damages and expenses resulting from these deductions.

H. Should any employee indicate a change subject to paragraph D hereof by an application in triplicate, the EMPLOYER shall forward one copy to the UNION, one copy to the treasurer, Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210 and one copy retained for its own record.

Section 3: Information

On the effective date of this Agreement, the EMPLOYER shall supply to the Millbrook School Unit a list of all employees in the bargaining unit showing the employees full name, home address, job title, membership status, insurance deduction and first date of employment. Such information shall hereafter be updated on a yearly basis.

ARTICLE II **NO STRIKE, NO LOCKOUT**

Section 1: No Strike

The UNION affirms that it does not assert the right to strike against the EMPLOYER nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employee to conduct, assist in or participate in a strike.

Section 2: No Lockout

The EMPLOYER affirms that it does not assert the right to lockout the UNION, its employees or any employee of the EMPLOYER, nor will it assist in or participate in any such lockout by any of its administrators, or supervisors, nor will it impose any obligation on said administrators or supervisors to conduct, assist in or participate in a lockout.

ARTICLE III **WORK DAY/WORK WEEK**

Section 1: Custodial/Maintenance Department, Bus Driver/Courier

A. Day Shift

1. Normal Work Week: The work week shall be forty (40) hours per week, eight (8) hours per day, exclusive of a one-half (½) hour lunch period, Monday through Friday.

B. Night Shift

1. Normal Work Week: The work week shall be forty (40) hours per week, eight (8) consecutive hours per day, inclusive of a one-half (½) hour lunch period, Monday through Friday.

2. Summer Hours and School Recess: During summer months and school recess periods, the regular full time night shift employees shall work their regular shift or the custodial day shift at the EMPLOYER'S option; provided, however, that the EMPLOYER shall first seek volunteers from among the night shift employees to fill the needed positions. In the event that no volunteers come forward, the EMPLOYER may assign night shift employees on the basis of the inverse order of seniority. On school holidays, Superintendent's Conference days and other days when school is not in session, the Employer may assign the custodial night shift workers to the day shift.

C. Special Night Shift

Whenever the necessity arises, at the discretion of the District, night shift assignment(s) commencing after 6:00 PM may be made in accordance with the following conditions:

1. Volunteers shall be solicited in writing for such assignment from the staff existing at the building where the assignment shall be made.

2. If no volunteers come forward, then the least senior staff member at the building shall fill the assignment.

3. The hours of work for an assignment at or after 6:00 P.M. pursuant to this paragraph, shall be eight (8) hours in duration, inclusive of one (1) hour for dinner. Any shift starting after 8:00 p.m. shall be seven (7) hours in duration inclusive of one-half (½) hour for a meal, without any reduction in salary.

D. Regular Night Shift

The District has the right to establish a regular night shift commencing at 11:00 p.m. which shall be eight (8) hours in duration, inclusive of one hour for dinner.

Section 2: Secretarial/Clerical

A. Normal Work Week: The work week shall be thirty-seven and one-half hours ($37\frac{1}{2}$) per week, seven and one-half ($7\frac{1}{2}$) consecutive hours per day, exclusive of a one-half ($\frac{1}{2}$) hour lunch period, Monday through Friday.

B. Summer and School Recess Hours: During the summer months and school recess periods (Christmas, Mid-Winter and Spring), the work week shall be thirty-two and one-half ($32\frac{1}{2}$) hours per week, six and one-half ($6\frac{1}{2}$) consecutive hours per day, exclusive of a one-half ($\frac{1}{2}$) hour lunch period, Monday through Friday.

However, the District may extend summer and school recess period hours to normal workday/workweek hours provided that the affected employee(s) shall be compensated at the regular hourly rate for time worked. Advance notice of at least one (1) day shall be required as a minimum period of notice for requiring employee(s) to work beyond normal hours.

Section 3: Food Service Worker, Cook, Library Clerk, Teacher Aides, Teaching Assistants, Typist/Monitor, Registered Nurses and Attendance Clerk

A. Normal Work Week: Varied according to student need; up to six and one-half ($6\frac{1}{2}$) hours per day, thirty-two and one-half ($32\frac{1}{2}$) hours per week, exclusive of a one-half ($\frac{1}{2}$) hour lunch period, Monday through Friday.

For employees on payroll as of September 1, 1985, there will be no reduction, without the consent of the employee affected, in the number of hours that the particular employee is assigned.

The Board may assign the employee to any location in the District and may determine employee starting and ending times during the day. The Board may hire employees to work hours, location and times different from employees on payroll as of September 1, 1985. This provision does not

restrict the District from laying-off any current or new employee, in accordance with existing contractual provisions (Article X Section 2[c]).

For employees hired after September 1, 1985, the District retains all rights with respect to hours, location of work and work day schedule.

Section 4: Registered Professional Nurses

A. Normal Work Week: Thirty-five (35) hours per week, exclusive of one-half (½) hour lunch period, Monday through Friday, effective January 1, 1999, or as soon as practicable thereafter. Upon implementation of the increased time, employees shall receive a salary increase equivalent to the increased hours of work based upon their hourly rate of pay.

Section 5: Rest Periods

Each employee in the unit shall be entitled to one (1) fifteen minute rest period per day.

Section 6: Snow Days

A. Secretarial, Custodial, Maintenance Employees and Bus Driver: Secretarial and custodial employees shall be required to report to work within two (2) hours of their normal start time on snow or emergency closing days. Days missed because of snow or emergency closing will be treated as personal leave, vacation or offset against accumulated compensatory time, at the employee's option. Custodians, custodial workers, secretarial and clerical employees shall be entitled to one day of compensatory time for each two (2) snow days worked. Such compensatory days shall be arranged by mutual agreement between the Superintendent of Schools and the individual. If such employees do not report to work, their immediate supervisor must be called before the reporting time and informed of the circumstances for non-attendance. In years when the District provides employees with snow "give-back days", the District will not be required to provide compensatory time off.

B. Food Service Worker, Cook, Library Clerk, Teacher Aides, Teaching Assistant, Typist/Monitor, Registered Nurses and Attendance Clerk: If school is canceled because of snow, the cafeteria employees, library clerks, registered nurses, attendance clerk and school aide/ monitors shall be paid for that day.

Section 7: Delayed School Openings

If a delayed school opening is put into effect because of snow, icing or other emergency conditions, employees must report to work no later than one hour beyond the normal start time in the event of a one hour delayed opening or two hours beyond the normal start time in the event of a two hour delayed opening. If such employees do not report to work, their immediate supervisor must be called before the reporting time and informed of the circumstances for non-attendance.

Section 8: Early School Closings

If it is necessary to send the students home from school early for any emergency, all aides, monitors, assistants, cafeteria staff and library clerks shall be permitted to leave after all students are dismissed. All other unit members will be dismissed at the discretion of the administration. The night shift will report at the regular time unless the administration determines otherwise.

Section 9: Safety Coverage

Effective upon ratification, the Employer shall purchase two (2) "walkie-talkies" for employees to use when the building that they are assigned to is staffed by only one employee.

ARTICLE IV **COMPENSATION**

Section 1: Compensation

A. The annual salaries of all unit members shall be increased by the following during each year of the Agreement:

1. \$1,200, effective July 1, 2002;
2. \$1,200, effective July 1, 2003;
3. \$1,200, effective July 1, 2004;
4. \$1,200, effective July 1, 2005.

B. Longevity increments shall be payable in addition to an employee's base annual salary or annual income in the sums and after the years of service in the District as follows:

Effective July 1, 2002:

1. After 7 years - \$200.00
2. After 10 years - \$200.00
3. After 15 years - \$200.00
4. After 20 years - \$200.00

Effective July 1, 2004:

1. After 7 years - \$300.00
2. After 10 years - \$300.00
3. After 15 years - \$300.00
4. After 20 years - \$300.00

Once eligible, longevity payments shall become a permanent part of base annual salary.

C. No new employee in the unit shall be hired at a rate of pay higher than that of a unit employee in the same position where experience is equivalent.

Section 2: Premium Pay

A. Overtime Pay

1. Time and one-half the employee's regular hourly rate of pay shall be paid for all hours worked:

(a) beyond forty (40) hours per week;

(b) on all holidays (except Christmas, New Year's Day, and Thanksgiving Day) in addition to the holiday pay.

2. Double time the employee's regular hourly rate of pay shall be paid for all hours worked:

(a) on Christmas, New Year's Day & Thanksgiving Day in addition to the holiday pay.

(b) on Easter Sunday.

B. Emergency Call

Any employee may be called into work before or after his/her normally scheduled day in which event s/he shall be guaranteed a minimum of two (2) hours pay at the applicable overtime rate, except that a call-in for snow or weather related reasons shall be for a minimum of three (3) hours. If an employee is on vacation, holiday or personal leave, call-in work may be declined unless emergency circumstances exist requiring that employee's skills.

C. Uniforms

1. Custodial/Maintenance and Bus Drivers: All custodial/maintenance employees and bus drivers are required to wear uniforms. The EMPLOYER will provide and the employee shall wear uniforms which the EMPLOYER shall maintain. In addition, the EMPLOYER shall provide employees who work outdoors with jackets, and work gloves. Such articles will not become the personal property of the employee. Worn out articles will be replaced upon their being surrendered to the Business Administrator. The EMPLOYER agrees to purchase one (1) pair of OSHA approved shoes for custodial/maintenance employees, at a cost not to exceed \$100.00 per pair, per year, for each employee who demonstrates proof of need for replacement of such shoes.

2. Cafeteria Employees: The EMPLOYER will reimburse an employee up to Seventy-Five Dollars (\$75.00) for the purchase of uniforms, effective July 1, 2002 and One Hundred Dollars

(\$100.00), effective July 1, 2004. All employees shall wear their uniforms when on duty. Such uniforms once worn, shall become the property of the employee.

3. Registered Nurses: The EMPLOYER will pay each registered nurse \$75 per year for the purchase and/or maintenance of lab coats or scrubs. Registered nurses will be required to wear either a lab coat or scrubs. The payment will increase to \$100 per year, effective July 1, 2004.

D. Meal Allowance

A six dollar (\$6.00) meal allowance shall be paid to any employee(s) involved with transportation for the District when such travel occurs outside the District between the hours of 11:30 A.M. and 1:45 P.M.

E. Use of Vehicles

The EMPLOYER may request that an employee use his vehicle for work related purposes. Such request may be denied without penalty, except with respect to those employees who are required to use their vehicles in performing their normal job functions (re: cook managers). Unit members who are asked to use their vehicles for work related purposes, will be compensated for mileage at the current IRS rate.

ARTICLE V
HOLIDAYS WITH PAY

A. All twelve-month employees shall be entitled to the following paid holidays that fall within their scheduled year of employment:

Independence Day
Labor Day

Day Before New Year's Day
New Year's Day

Columbus Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve Day
Christmas Day

Martin Luther King's Birthday
(effective July 1, 1986)
President's Day
Memorial Day

Veterans Day and Good Friday shall be deemed as paid holidays for unit members, unless students are in school for such days due to emergencies or because snow days have been exhausted.

B. All ten-month employees shall be entitled to the following paid holidays:

Thanksgiving Day	Christmas Day
New Year's Day	President's Day
Good Friday	Martin Luther King's Birthday
Memorial Day	

C. Should any holiday fall on a Saturday, Sunday or whenever work is scheduled on a holiday, a compensatory day in lieu thereof shall be granted.

ARTICLE VI

VACATION WITH PAY

A. Twelve month employees will be granted paid vacations as follows:

Zero (0) to one (1) year:	1/12th of ten days per month
One (1) to four (4) years:	Ten (10) days vacation
Five (5) to fourteen (14) year:	Fifteen (15) days vacation
Fifteen (15) years and over:	Twenty (20) days vacation.

B. All preferences for vacation time must be submitted to the EMPLOYER by May 15th, whereupon preferences shall be entertained based upon seniority in job classification. Requests for vacation shall be returned to the EMPLOYEE by June 30th as long as the EMPLOYEE submits the

request by May 15th. The EMPLOYER may deny vacation time in excess of two (2) weeks during the summer months to employees in the bargaining unit. Other than summer months, vacations may be arranged to the mutual benefit of the District and the unit member with final discretion on the time by the Superintendent of Schools. This provision shall not be subject to arbitration pursuant to this Collective Bargaining Agreement.

ARTICLE VII

LEAVES

Section 1: Sick Leave

A. All twelve (12) month employees hired before July 1, 1995 shall be entitled to paid sick leave at the rate of one and one-half (1-1/2) days per month, to a total of eighteen (18) days per year, cumulative to one hundred eighty-five (185) days. All twelve (12) month employees hired on or after July 1, 1995, shall be entitled to paid sick leave at the rate of one and one-quarter (1-1/4) days per month, to a total of fifteen (15) days per year, cumulative to one hundred eighty-five (185) days.

B. All ten (10) month employees shall be entitled to paid sick leave earned at the rate of one (1) day per month to a total of ten (10) days per year, cumulative to one hundred and fifty days (150).

C. Up to five (5) days of the individual sick leave allotment or accumulation may be used for illness in the family. This benefit may be used for the illness of a husband, wife, parent, son, daughter or any other relative residing in the household of the employee.

D. A doctor's note may be required by the District for absences of three (3) or more days or which indicate a pattern of abuse.

Section 2: Personal Leave

Employees will be permitted three (3) days personal leave with reasons given. The days will be granted when personal affairs require the employee's absence from normal work duties. Requests for additional personal days with reasons given, will receive consideration. Requests for personal leave days must be given to the Immediate Supervisor at least five (5) calendar days prior to the requested date, unless emergency circumstances may such prior notice impracticable. Unused personal leave days may be rolled over into accumulated sick leave.

Section 3: Bereavement Leave

A. In the event of a death in the immediate family of an employee, the employee shall be entitled to up to three (3) consecutive work days absence without loss of pay for said death, not chargeable to any other leave. In the event of a death of an aunt or uncle of an employee, the employee shall be entitled to one work day absence without loss of pay for said death, not chargeable to any other leave. If additional leave is needed, it may be granted at the discretion of the Administration. The Administration shall be fair and consistent in these decisions.

B. Immediate family shall be defined to mean husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grand-children, step children, step parents and any other relative residing in the household of the employee.

Section 4: Jury Duty Leave

Employees will be granted leave for jury duty at full pay. If the employee is "on-call" for jury duty, he or she shall report to work.

Section 5: Child Care Leave

A unit member may request and shall be granted leave without pay for child-rearing purposes for a period not to exceed two (2) years, except such leaves may be for a period exceeding two (2) years where the Superintendent and the Unit member mutually agree that the return date should coincide with the beginning of an academic semester.

Unit members requesting leave shall give reasonable notice (i.e.: ninety [90] days) to the school district prior to commencement of such leave. The notice shall include commencement and termination of leave dates.

Child-rearing leave shall apply equally for adoption of a child less than five (5) years of age.

Section 6: Sick Leave Bank

Employees electing to participate in the bank of this unit shall submit to the Board a written waiver of two (2) days of accumulated sick leave each time the bank is established or renewed. All employees of the unit shall be eligible to contribute sick leave days, but employees not electing to waive two (2) days shall not be eligible to receive time from the sick bank. It shall be an additional prerequisite that before any unit employee is eligible to donate time to the sick bank, he or she must have accumulated ten (10) sick leave days. The employee seeking days from the sick bank shall not be eligible to receive days if he/she is receiving other monies in conjunction with this benefit (e.g., unemployment compensation, workers' compensation, disability insurance, etc.). The bank shall be administered by a committee of two (2) representatives appointed by the Board and two (2) representatives appointed by the CSEA, who shall act upon withdrawals. Withdrawals from the sick

bank shall be limited to employees who are out of work resulting from catastrophic or disabling illness or accidents and who have exhausted their sick leave. The decisions of the above committee shall be final and binding upon the employees, the Board and CSEA with respect to the administration of the sick leave bank, however, no employee may receive more than twenty (20) days from the sick leave bank per year.

Employees who elect not to join the bank at its inception shall not be eligible to join until it is renewed, except as described below.

Only when all days are expended, will the sick leave bank be replenished by members donating two of their already accumulated ten sick days. Employees who elect not to join the bank at its inception shall have the opportunity to join in October of each new school year. A letter will be sent from the Superintendent's office with an accounting of the sick leave bank and a form to be filled out to join, if eligible.

This provision shall not be subject to final or binding arbitration.

ARTICLE VIII

INSURANCE

Section 1: Health Insurance

The Board shall contribute the full cost of either individual or family health insurance premium costs for unit members who participate in District-sponsored health insurance programs (the Dutchess Educational Health Insurance Consortium Alternative PPO Plan, HMO), except for employee monthly contributions of \$15 for individual health insurance coverage and \$30 for family health insurance coverage, up to the limit of the monthly cost of individual or family health insurance premium costs, as applicable, of the Dutchess Educational Health Insurance Consortium Alternative

PPO Plan. Employee contributions towards premiums shall be administered through a Premium Only Section 125 Internal Revenue Code Plan.

Effective July 1, 2003, for those unit members who elect to participate in a District-sponsored HMO individual or family health insurance plan, the District shall pay 94% of the premium costs of such plan, with the employee paying 6% of the individual or family health insurance premium costs, through a premium only Section 125 Internal Revenue Code Plan.

The parties agree that the District may change health insurance carriers in order to obtain at least equivalent coverage at a lesser cost without a requirement to further negotiate the matter provided that the Association is given at least 90 days notice of an intent to change and the opportunity to contest via expedited arbitration a proposed change where the issue of equivalence is questioned. Such grievance shall be commenced at the Arbitration step of this Agreement. In determining the equivalency of an alternative health insurance plan, the list of participating providers shall not be a factor considered.

Section 2: Dental Insurance.

The EMPLOYER shall contribute the full cost of the "Sunrise" C.S.E.A. Employee Benefit Fund Dental Plan for full-time bargaining unit members.

Section 3: Optical

At such time as the EMPLOYER shall establish an optical insurance program, the benefits of such program shall be subject to negotiations between the parties hereto upon the demand of the UNION.

Section 4: Workers' Compensation Insurance

A. Employees covered herein who are injured in the course of their employment and thus entitled to Worker's Compensation payments shall be compensated in the following manner:

1. Any payments received as Workers' Compensation benefits for absence for which the employee receives full sick leave pay will be returned to the EMPLOYER so long as the employee receives full salary.

2. The employee shall be entitled to retain any Workers' Compensation benefits for any period for which sick leave pay is not paid or payable.

Section 5. Health Insurance Buy-Out

On or before June 1st of each school year, existing unit members shall inform the business administrator of their decisions to opt out of the District's health insurance plan effective July 1st. In return for opting-out, the unit member shall receive the following lump sum payment, in a separate check, on or before October 15th, from the District:

Effective July 1, 2002

\$ 900.00, if one to six unit members opt-out;
\$ 1,050.00, if seven to nine unit members opt-out; and
\$ 1,200.00, if ten or more unit members opt-out.

Effective July 1, 2004

\$ 1,050.00, if one to six unit members opt-out;
\$ 1,200.00, if seven to nine unit members opt-out; and

\$ 1,350.00, if ten or more unit members opt-out.

To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application.

Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this agreement. Re-entry shall be conditioned upon the unit member repaying on a pro-rated basis 1/12th of the annual buy-out amount for each month remaining in the school year in question.

Section 6. Retiree Health Insurance

Effective September 1, 1995, the Board shall contribute 85% of the monthly health insurance premium cost for unit members who retire with the District. This provision is intended to apply to both current and future retirees.

ARTICLE IX

RETIREMENT

The EMPLOYER shall participate in the New York State Employees Retirement System. Effective upon ratification, the retirement plan for those employees in Tiers I and II of the Employee Retirement System shall be changed from Section 75-c to Section 75i.

ARTICLE X

ADMINISTRATIVE AND EMPLOYEE RIGHTS

Section 1: Administrative Rights

A. Rights of Representation

The EMPLOYER recognizes the right of the employee to designate local representatives, UNION and/or Association representatives to appear on their behalf to adjust salaries, working conditions, grievances and disputes to the extent that the same does not interfere with an employee in the performance of his/her job, to visit employees during working hours.

B. Bulletin Boards

The UNION shall have the right to post notices and other communications on bulletin boards designated by the EMPLOYER and maintained on the premises and facilities of the EMPLOYER.

C. Inter-school Communications

The UNION shall have the right of use of inter-school communication facilities.

D. School Duplicating Facilities

The UNION president or his designee shall be allowed the use of duplicating facilities for local union business provided that the UNION reimburses the District for material expenses.

E. Employer's Records

The EMPLOYER will make available, upon reasonable notice, to the President of the UNION such information from the EMPLOYER'S record that is not classified by law or privileged.

F. Board Minutes

The EMPLOYER will provide the president of the UNION upon request, one (1) copy of the minutes of the Board of Education meetings.

G. Union Meetings

The UNION shall have the right to schedule meetings without cost after school hours in any school building with the approval of the building principal.

H. Copies of Contract

Upon ratification of the agreement by the Board of Education and the UNION, the EMPLOYER will reproduce and distribute copies to all employees and supply a copy to new employees.

I. Union Delegate Leave

Up to three (3) days in the aggregate shall be allowed for union delegate leave for the president and his/her designee.

Section 2: Employee Rights

A. Seniority

Seniority shall be established as of the first day of hire and shall apply where applicable.

B. Job Opportunities

All job openings in the bargaining unit, including lateral openings, shall be posted in all buildings at least five (5) working days before filling said position(s), so incumbent employees may apply for same.

C. Lay-offs and Recalls

Lay-offs and recalls shall be as per State Civil Service rules and regulations.

D. Personnel Files

There shall be maintained one personnel file for each employee, centrally located. Any employee may at reasonable times, request to review his/her personnel file, make copies of its

contents and to place therein pertinent materials. Confidential material such as references secured before hire shall not be made available to the employee. Requests for review or copies of any portion of an employee's personnel file must be made through the Business Administrator.

E. Restrictive Duties

1. Staff Rooms: It is recognized that the responsibility for the care and cleaning of the staff rooms is assumed by the custodial staff; however, said duty shall not entail the care, cleaning and picking up of teachers' belongings or articles of personal use.

2. Non-secretarial duties: Secretaries shall not substitute as teachers.

3. Substitute Teaching: Teaching assistants and teacher aides who are required to act as a substitute teacher for an entire day will receive a stipend of \$25 over and above their daily wage when performing such services.

F. Out-of-Title Pay

In the event an employee is required to perform the majority of the work of a higher job classification for an entire day at the request of the employee's supervisor, such employee shall be paid at an hourly rate of \$1 greater than the employee's regular salary. Out of title pay will increase to \$1.50 per hour, effective July 1, 2004.

ARTICLE XI
GRIEVANCE PROCEDURE

Grievance Defined

The term "grievance" is defined to mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement. A grievance must be initiated within twenty (20) school days of the occurrence of the event giving rise thereto.

Grievant Defined

A "grievant" or "aggrieved" may be an individual, a group of employees or the UNION.

Grievance Committee

The "grievance committee" shall be a committee of three (3) appointed by the President of the UNION from among UNION members to act with, or for, an aggrieved party. The committee may at all stages of the grievance procedure have a UNION representative present.

PROCEDURE

Step One

The aggrieved party and/or the committee, shall discuss the grievance with his immediate supervisor with the object of resolving the matter informally. If the grievance is not resolved in this informal discussion, it shall be reduced to writing and presented to the supervisor within five (5) working days of the assertion of the grievance.

Within five (5) working days after the written grievance is presented to the immediate supervisor, he/she shall render a written decision thereon and present it to the aggrieved party and the committee.

Step Two

If the aggrieved party and/or committee is not satisfied with the written decision at the conclusion of Step One, the committee, within five (5) working days, may file a written appeal of the decision with the Superintendent of Schools or his/her duly appointed representative. Attached to this appeal shall be copies of the written grievance filed at Step One and the supervisor's written decision thereon.

Within five (5) working days after receipt of such an appeal, the Superintendent of Schools, or his/her duly appointed representative, shall hold a hearing on the grievance with the aggrieved party and the committee and any other party at interest.

The Superintendent of Schools or his/her duly appointed representative shall render a decision in writing, to the aggrieved party and the committee, within five (5) working days after the conclusion of the hearing.

Step Three

If the aggrieved party and/or the committee, is not satisfied with the written decision at the conclusion of Step Two, the committee may, within five (5) working days, file a written appeal with the Board of Education. Attached to this appeal shall be copies of all of the written records of Steps One and Two.

Within ten (10) working days after receipt of such an appeal, the Board of Education, or a subcommittee thereof, shall hold a hearing on the grievance with the aggrieved party and the committee and any other party at interest.

The Board of Education, or the subcommittee thereof, shall render a decision in writing to the aggrieved party and the committee, within ten (10) working days after the conclusion of the hearing.

Arbitration Step

If the aggrieved party and/or the committee, is not satisfied with the written decision at the conclusion of Step Three, the committee, may within fifteen (15) working days refer the grievance to arbitration before an impartial arbitrator to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral of such matter to arbitration, then the appointment shall be made by the American Arbitration Association in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding on both parties, and the cost of the arbitrator shall be borne equally by the parties.

ARTICLE XII

EMPLOYEE HEALTH CONCERNS

A. On a scheduled date before the first day of the 1988-89 school year, and thereafter at the time of the annual physical examination, with a minimum of thirty (30) days notice being

given, transportation department employees will be tested for drug and alcohol abuse. New transportation employees will be tested at the time of initial employment.

B. If abuse is verified via a two-test process, the employee will be placed on administrative leave without pay from work and granted a leave of absence of up to two (2) months time for which accumulated leave credits may be used, for the purpose of rehabilitative efforts.

C. The District agrees to use reputable laboratory facilities selected following input from the Association and to preserve the chain of evidence in the testing process.

D. Upon successful completion of the rehabilitative efforts, the employee shall be returned to his or her position, but will be subject to testing as follows: upon completion of said rehabilitative efforts and at the District's option, after one (1) month, three (3) months and six (6) months.

E. The employee's personnel file will indicate the fact that drug or alcohol abuse was found and the rehabilitative efforts taken. Such reference shall be removed from the personnel file three (3) years after the first positive tests are received and if no further positive tests occur in the intervening period.

F. This provision shall apply only with respect to transportation department employees. The District reserves its rights, in accordance with law, to supervise other employees with respect to drug and alcohol matters. In the event that the law allows for the random testing of school transportation department employees, notwithstanding any reference above to the contrary, the District shall be allowed to conduct such random testing.

G. All testing procedures shall be held in confidence and not revealed to other than the employee, his/her supervisor, the Superintendent of Schools or designee and the Board of Education. The Association President shall also be notified upon the written request of the employee.

ARTICLE XIII

CONFORMITY WITH LAW

Section 1: Labor Management Committee

A labor management committee shall be established composed of representatives of the EMPLOYER and UNION. Said committee will meet at the request of either party within five (5) days of said request to discuss problems of mutual concern.

Section 2: Savings Clause

If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or additions thereto shall not be affected.

If a determination or decision is made as hereinabove provided, then the parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

"IT IS AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XIV

TERM

This Agreement shall become effective as of July 1, 2002 and continue in effect through June 30, 2006. The UNION agrees that all negotiable items have been discussed during the negotiations leading to this agreement, and agrees that negotiations will not be reopened on any item, whether contained in this agreement or not, during the life of this Agreement.

IN WITNESS WHEREOF, this agreement has been signed by the duly authorized officers of the respective parties on the day and year first above written.

**BOARD OF EDUCATION
MILLBROOK CENTRAL SCHOOL
DISTRICT**

BY: *Th. M. J. J. J.*

BY: *Alan Birdes*

BY: *W. Vincent L. L. L.*
8-18-03

**CIVIL SERVICE EMPLOYEES ASSN.
INC., LOCAL 1000, AFSCME,
AFL-CIO, THE MILLBROOK CENTRAL
SCHOOL UNIT OF THE DUTCHESS
COUNTY LOCAL 867, UNIT 6671**

BY: *Doyle Morrison*

BY: *Jonis A. Van Wagner*

BY: _____